

FORM MR-RC
Revised January 7, 1999
RECLAMATION CONTRACT

File Number M/015/062

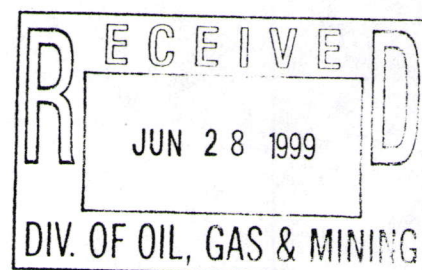
Effective Date July 14, 1999

Other Agency File Number n/a

*Jim Approved by m. AAG
7/7/99*

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT
---ooOoo---



For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/015/062</u>
(Mineral Mined)	<u>Clay</u>
"MINE LOCATION":	
(Name of Mine)	<u>ECDC Clay Mine</u>
(Description)	<u>E1/2 NW1/4, E1/2 SW1/4, SW1/4 NE1/4</u> <u>of Section 1, T16S, R11E, SLB&M.</u> <u>Emery County</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>17.6</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>ECDC ENVIRONMENTAL L.C.</u>
(Address)	<u>1111 West Highway 123</u> <u>P.O. Box 69</u> <u>East Carbon, UT 84520</u>
(Phone)	<u>(435) 888-4451</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

CT Corporation System

(Address)

(Phone)

"OPERATOR'S OFFICER(S)":

Dave Fisher, District Manager

"SURETY":

(Form of Surety - Attachment B) Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

National Fire Insurance Company of Hartford
~~99992727~~

"SURETY AMOUNT":

(Escalated Dollars)

\$24,100.00

"ESCALATION YEAR":

2003

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ECDC Environmental L.C. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/015/062 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated March 15, 1993, and the original Reclamation Plan dated March 15, 1993. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

ECDC Environmental L.C.
Operator Name

By Dave Fisher
Authorized Officer (Typed or Printed)

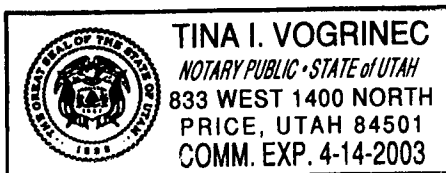
District Manager
Authorized Officer - Position

[Signature]
Officer's Signature

6/22/99
Date

STATE OF Utah)
COUNTY OF Carbon) ss:

On the 22nd day of June, 19 99, personally
appeared before me Dave Fisher who being by
me duly sworn did say that he/she, the said Dave Fisher
is the District Manager of ECDC Environmental, L.C.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Dave Fisher duly acknowledged to me that said
company executed the same.



Tina I. Vogrinec
Notary Public
Residing at: 833 W. 1400 N., Price, Utah

April 14, 2003
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By

Lowell P. Braxton, Director

Date

July 14, 1999

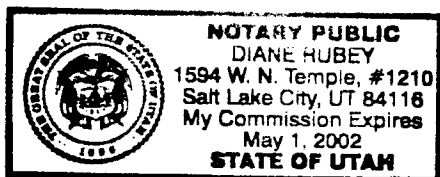
LIB 726

STATE OF Utah)

) ss:

COUNTY OF Salt Lake)

On the 14th day of July, 19 99,
personally appeared before me Mary Ann Wright, who being
duly sworn did say that ~~he~~/she, the said Mary Ann Wright (Acting Director)
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,
State of Utah, and ~~he~~/she duly acknowledged to me that ~~he~~/she executed the foregoing
document by authority of law on behalf of the State of Utah.



Diane Hubey
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires: 5/1/2002

ATTACHMENT "A"

ECDC ENVIRONMENTAL L.C.

Operator

ECDC Clay Mine

Mine Name

M/015/062

Permit Number

Emery

County, Utah

The legal description of lands to be disturbed is:

ECDC Environmental L.C.
Clay Mine Site

September 10, 1998

18 Acres more or less described as follows:

Beginning at a point East along the Section line 1,888 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence East 527 feet; thence S 38°23' E, 141 feet; thence S 2°03' W, 251 feet; thence S 26°21' W, 364 feet; thence N 79°31' W, 240 feet; thence N 25°08' W, 367 feet; thence N 9°34' W, 316 feet to the point of beginning. Containing 7.5 acres more or less.

ALSO:

Beginning at a point S 66°04' E, 2,339 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence N 35°24' E, 155 feet; thence N 43°55' E, 251 feet; thence N 65°00' E, 66 feet; thence S 82°56' E, 185 feet; thence S 45°28' E, 126 feet; thence S 0°14' E, 254 feet; thence S 40°03' W, 229 feet; thence S 66°46' W, 97 feet; thence N 75°26' W, 178 feet; thence N 57°43' W, 143 feet; thence N 29°53' W, 87 feet; thence N 0°42' E, 83 feet to the point of beginning. Containing 6.3 acres more or less.

ALSO:

Beginning at a point S 66°39' E, 3,209 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence S 88°11' E, 245 feet; thence S 0°39' E, 130 feet; thence S 69°21' E, 118 feet; thence S 14°32' E, 234 feet; thence S 66°10' W, 270 feet; thence N 74°39' W, 170 feet; thence N 0°31' W, 470 feet to the point of beginning. Containing 3.8 acres more or less.

ATTACHMENT B

FORM MR-5

January 7, 1999

Bond Number _____

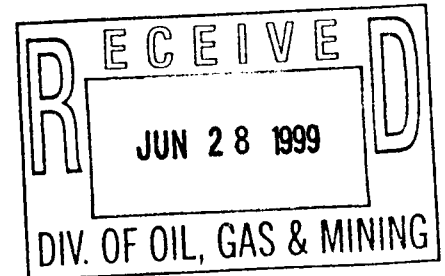
Permit Number M/015/062

Mine Name ECDC Clay Mine

Emery County

**STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES**

Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND

*THIS BOND IS TO BE EFFECTIVE JULY 30, 1999 *

The undersigned ECDC Environmental, L.C., as Principal, and National Fire Insurance Company of Hartford, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of Twenty Four Thousand One Hundred & 00/100 dollars (\$ 24,100.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 18th day of January, 19 95, that 17.6 acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

ECDC Environmental, L.C.
Principal (Permittee)

Kathleen A. Bazon
By (Name typed):

Power of Attorney
Title
Kathleen A. Bazon
Signature

June 23, 1999
Date

Surety Company

National Fire Insurance Company
Company Officer of Hartford
Molly M. Moran
Title/Position

Molly M. Moran
Signature Attorney-in-Fact

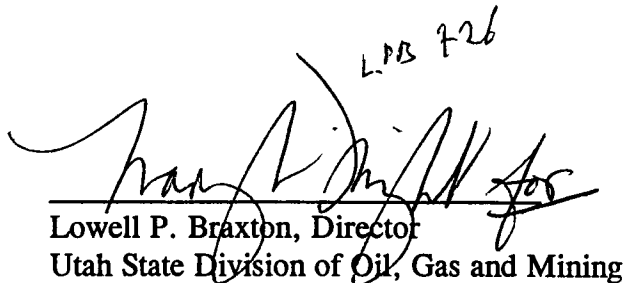
1411 Opus Place
Surety Company Address
Downers Grove, IL 60515
City, State, Zip

June 23, 1999
Date

Bond Number _____
Permit Number M/015/062
Mine Name ECDC Clay Mine
Emery County

SO AGREED this 14th day of July, 1999.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

L.P.B. 726


Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 23rd day of June, 1999, personally appeared before me Molly M. Moran who being by me duly sworn did say that he/she, the said Molly M. Moran is the Attorney-in-Fact of National Fire Insurance Co. and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Molly M. Moran duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Molly M. Moran
Surety Officer

Title: Attorney-in-Fact

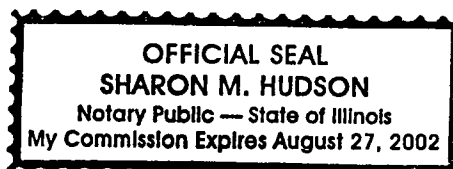
STATE OF IL)
) ss:
COUNTY OF DuPage)

Subscribed and sworn to before me this 23rd day of June, 1999.

Sharon M. Hudson
Notary Public
Residing at: Naperville, IL

My Commission Expires:

 , 19



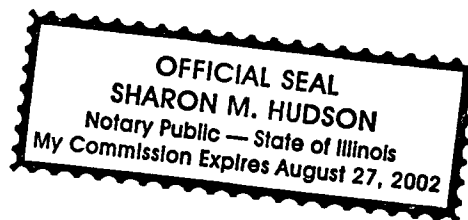
NOTARIAL ACKNOWLEDGEMENT

**STATE OF ILLINOIS
COUNTY OF DuPage**

On this 23rd day of June, 1999, before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Kathleen A. Bazon**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois; that she is an Attorney-in-Fact for ECDC Environmental, L.C., a subsidiary of Allied Waste Industries, Inc. and that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:

Sharon M. Hudson





ALLIED WASTE INDUSTRIES, INC.

POWER OF ATTORNEY

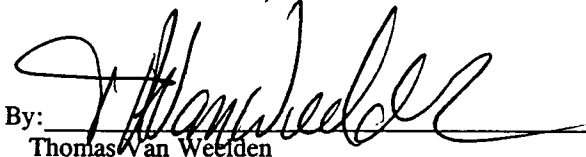
Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona, 85260, hereby makes, constitutes and appoints Weible & Company, LLC, acting through and by either William P. Weible or Ms. Kathy Bazon or Ms. Molly Moran, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or Bid Bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board other body organization, public or private; bonds to Transportation Companies; Lost Instrument bonds; Lease bonds, Worker's Compensation bonds; Miscellaneous Surety Bonds; and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
2. Surety bonds and/or Bid bonds on behalf of Allied Waste Industries, Inc. in connection with bonds, proposals, or contracts.

To sign and seal all bids bonds and surety bonds on behalf of Allied Waste Industries, Inc., relating to the provision of solid waste collection, transportation, recycling, or disposal services by Allied Waste Industries, Inc. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Weible & Company, LLC shall lawfully do pursuant to this power of attorney and the procedural guidelines set forth to Weible & Company, LLC, and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of the said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF this POWER OF ATTORNEY has been signed this 1 day of May, 1998 on behalf of Allied Waste Industries, Inc. by its President, Mr. Thomas Van Weelden.

Allied Waste Industries, Inc.

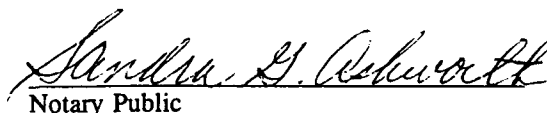
By: 
Thomas Van Weelden

State of Arizona)
County of Maricopa)

ss.

Subscribed to and sworn before me this 1 day of May, 1998 by Thomas Van Weelden.

MY COMMISSION EXPIRES 05/16/99


Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint William P. Weible, Kathleen A. Bazon, Molly M. Moran, Lori A. Noggle, Sharon M. Hudson, William Cahill, Kimberly Sawicki,

Deborah Buss, Individually

of North Aurora, Illinois

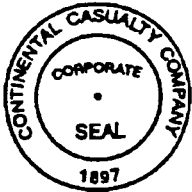
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 28th day of January, 1999.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 28th day of January, 1999, before me personally came

Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 6, 2000

Mary Jo Abel

Mary Jo Abel

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereto subscribed my name and affixed the seals of the said corporations this 23rd day of June, 99.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary